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Counsel to United Plastics Group

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	§	Chapter 11
	§	
DELPHI AUTOMOTIVE SYSTEMS,	§	Case No. 05-44640 (RDD)
LLC	§	
	§	(Jointly Administered)
Debtor.	§	

**PRECAUTIONARY OBJECTION OF UNITED PLASTICS GROUP, AS CLAIMANT,
TO DEBTORS' NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY
CONTRACT TO BE ASSUMED OR ASSUMED AND ASSIGNED
UNDER PLAN OF REORGANIZATION**

UNITED PLASTICS GROUP (“UPG”) hereby files this precautionary objection (the “**Objection**”) to the *Notice of Cure Amount with Respect to Executory Contract to be Assumed or Assumed and Assigned Under Plan of Reorganization* (the “**Cure Notice**”).

In support of this Objection, UPG respectively states as follows:

BACKGROUND

1. On October 8 and 14, 2005 (collectively, the “**Petition Date**”), the Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the

“Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (this *“Court”*).

2. On July 31, 2006, UPG filed an unsecured proof of claim in the amount of \$358,909.35 (Claim No. 13546) against Debtor Delphi Automotive Systems LLC.

3. UPG has sold Claim No. 13546 to Longacre Master Fund, Ltd. (*“Longacre”*).

4. In addition, UPG has an undisputed, noncontingent, liquidated scheduled claim against Debtor Delphi Connections Systems in the amount of \$3,178.92.

5. Claim No. 13546 is currently subject to an objection by the Debtors and UPG is awaiting resolution of these claims.

6. On January 7, 2008, the Debtors (through their claims agent, Kurtzman Carson Consultants) delivered the Cure Notice to UPG’s counsel.

7. UPG timely returned the Cure Notice indicating disagreement with the cure amounts listed therein. See Exhibit A.

8. Through the Cure Notice, the Debtors have indicated that they intend to assume or assume and assign Contract Nos. D0550004836, D0550005317, D0550006681, and D0550011491. The Cure Notice provides that UPG is entitled to the aggregate cure amount of \$6,769.59. See Assumption Notice, attached as Exhibit A.

9. UPG’s books and records do not show a contract with the account number ascribed by the Debtors. Accordingly, UPG has no way of determining whether or not the cure amount is correct. Indeed, as far as UPG is aware, it is owed no less than \$362,088.27 (the aggregate amount of its filed and scheduled claims) under its agreements with the Debtors.¹

¹ Due to the voluminous nature of the supporting documentation for UPG Mexico's claim and the uncertainty regarding which of UPG Mexico’s claims are being assumed, UPG has not included supporting documentation herewith and will provide such documentation upon further determination of the contract at issue.

10. UPG's counsel has contacted Debtors' counsel to begin the cure reconciliation process. Until such reconciliation occurs, however, UPG objects to the assumption, or assumption and assignment, of any contracts listed on the Cure Notice. In addition, UPG reserves all rights to enforce its proofs of claim and scheduled claims as filed by UPG or the Debtors (as appropriate), and objects to any attempts to determine the amounts due to UPG on account of its unsecured claims against the Debtors through the Cure Notice.

MEMORANDUM OF LAW

11. UPG submits that the relevant legal authorities, if any, are set forth in this Objection and that no novel issues of law have been raised. Accordingly, UPG requests that the requirement pursuant to Local Bankruptcy Rule 9013-1(b) that they file a memorandum in support of this Objection be deemed satisfied.

RESERVATION OF RIGHTS

12. UPG reserves the right to update or supplement this Objection as necessary.

RETURN ADDRESS FOR REPLY

13. All and any responsive pleadings to this Objection must be delivered as follows:

To counsel for UPG:

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CONCLUSION

WHEREFORE, UPG respectfully requests that the Court enter an order (i) denying the assumption, or assumption and assignment, of UPG's purported contracts with the Debtors until such time as UPG has had an opportunity to properly identify the contracts being assumed (or

assumed and assigned) and designate the appropriate cure amounts for such contracts; and (ii) granting such other and further relief as this Court deems necessary and proper.

Dated: February 14, 2008

Respectfully submitted,

UNITED PLASTICS GROUP

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